

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM813236

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Informa UK Limited		01/04/2022	Private Limited Company: UNITED KINGDOM
Datamonitor Limited		01/04/2022	Private Limited Company: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Pharma Intelligence U.K. Limited		
<b>Street Address:</b>	5 Howick Place		
<b>City:</b>	London		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	SW1P 1WG		
<b>Entity Type:</b>	Private Limited Company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87472854	DATAMONITOR HEALTHCARE	
<b>Serial Number:</b>	77710832	GENERIC BULLETIN	
<b>Serial Number:</b>	78213051	PHARMAPROJECTS	
<b>Serial Number:</b>	74502937	SCRIP	
<b>Serial Number:</b>	78210772	CLINICA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	2122925390		
<b>Email:</b>	mail@ipcounselors.com		
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<b>Address Line 4:</b>	New York, NEW YORK 10165
<b>NAME OF SUBMITTER:</b>	Jeannie Ashten
<b>SIGNATURE:</b>	/Jeannie Ashten/
<b>DATE SIGNED:</b>	05/26/2023

**Total Attachments: 107**

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**DATED 4 JANUARY 2022**

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**BUSINESS TRANSFER AGREEMENT**

**between**

**INFORMA UK LIMITED**

**and**

**DATAMONITOR LIMITED**

**and**

**PHARMA INTELLIGENCE U.K. LIMITED**

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**THIS AGREEMENT** is dated 4 January 2022

## **PARTIES**

- (1) **Informa UK Limited** a private company incorporated and registered in England and Wales with company number 01072954 whose registered office is at 5 Howick Place, London, SW1P 1WG (**Informa UK**);
- (2) **Datamonitor Limited** a private company incorporated and registered in England and Wales with company number 02306113 whose registered office is at 5 Howick Place, London, SW1P 1WG (**Datamonitor**, and together with Informa UK, the **Sellers**, and each, a **Seller**); and
- (3) **Pharma Intelligence U.K. Limited** a private company incorporated and registered in England and Wales with company number 13787459 whose registered office is at 5 Howick Place, London, SW1P 1WG (**Buyer**).

## **BACKGROUND**

- (A) Each Seller has agreed to sell and the Buyer has agreed to purchase the Business (together with the Assets) as a going concern subject to and on the terms and conditions of this agreement.
- (B) The Sellers and Buyer are all group companies of Informa Plc, the ultimate parent company of the group at the date of this agreement.

## **AGREED TERMS**

### **1. INTERPRETATION**

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.

**Assets:** the property, rights and assets of the Business to be sold and purchased pursuant to Clause 2.1.

**Assumed Liabilities:** all liabilities and obligations of any nature of each Seller relating to the Business or the Assets, whether actual or contingent, which are due or outstanding on or have accrued at the Effective Time, including the Creditors, the Contracts and, to the extent relevant, the Group Contracts and the Group Pharma Contracts, and excluding the Excluded Liabilities.

**Book Debts:** all trade and other debts and amounts owing to each Seller at the Effective Time relating exclusively to the Business (whether or not invoiced).

**Business:** that part of the Pharma Intelligence Business providing analysis, data, insights, consultancy and clinical, commercial, regulatory and patient recruitment products and services (including all products using the Business Names) carried on by either Seller at the Effective Time.

**Business Claims:** all of each Seller's rights, entitlements and claims against third parties arising directly or indirectly out of or in connection with the operation of the

Business or relating to the Assets, including rights under any warranties, conditions, guarantees or indemnities or under the Sale of Goods Act 1979.

**Business Day:** a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

**Business Information:** all information, know-how and techniques (whether or not confidential and in whatever form held) of each Seller which relates exclusively to the Business.

**Business Intellectual Property Rights:** the Intellectual Property Rights and Domain Names exclusively owned, used or held for use by each Seller in connection with the Business and as listed at Schedule 2.

**Business Names:** Pharma Intelligence, DM Healthcare, Pharma Insight, Pharmaprojects and Primal Pictures, and each of the products referred to in Schedule 2.

**Completion:** the completion of the sale and purchase of the Business and the Assets in accordance with this agreement.

**Completion Date:** means the date of this agreement.

**Consideration Shares:** has the meaning given to it in Clause 5.1(b).

**Contracts:** (i) the supplier contracts, arrangements, licences and other commitments, and (ii) the customer contracts including, but not limited to, those listed at Part 1 of Schedule 1 and any other statements of work, addenda, orders or similar arrangements thereunder, in each case relating exclusively to the Business entered into by either Seller, on or before, and which remain to be performed by any party to them in whole or in part at, the Effective Time.

**Creditors:** all trade debts and accrued charges related exclusively to the Business owing by each Seller at the Effective Time to the trade creditors of that Seller.

**Customer Database:** in respect of each Seller, the contact details of: (i) current and historical customers for sales of products of the Business, and (ii) customer leads for the Business, in each case, as extracted from Salesforce and Eloqua, at the Effective Time.

**Data Protection Law:** all law relating to data privacy and data protection, including:

- (a) the European Union Regulation on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (Regulation 2016/679) as such regulation has effect from time to time in the United Kingdom, including as retained EU law within the meaning of the European Union (Withdrawal) Act 2018 (**GDPR**);
- (b) the Data Protection Act 2018 and any other law implementing the GDPR;



- (c) the Data Protection Act 1998 and any other law implementing Directive 95/46/EC (Data Protection Directive);
- (d) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) and any other law implementing Directive 2002/58/EC; and
- (e) any related guidance, guidelines, codes of practice and approved codes of conduct guidance issued by a supervisory or competent authority.

**Domain Names:** as set out in Schedule 2.

**Effective Time:** 00.01 on the Completion Date.

**Employees:** the persons wholly or mainly dedicated to the Business at the Effective Time who are listed at Schedule 3.

**Encumbrance:** any mortgage, charge (fixed or floating), pledge, lien, hypothecation, guarantee, trust, right of set-off or other third party right or interest (legal or equitable) including any assignment by way of security, reservation of title or other security interest of any kind, however created or arising, or any other agreement or arrangement (including a sale and repurchase agreement) having similar effect.

**Excluded Assets:** the shares of Clinerion AG and Datamonitor Australia Pty Ltd owned by Datamonitor, and any assets and liabilities of such companies.

**Excluded Liabilities:**

- (a) any liability relating to the Excluded Assets; and
- (b) any liability for Taxation relating to the Business for which the Seller is or will become liable whether or not such a liability for Taxation has arisen at the Effective Time.

**Goodwill:** the goodwill, custom and connection of each Seller in relation to the Business, together with the exclusive right for the Buyer to carry on the Business under the Business Names (and all other names associated with the Business) and to represent itself as carrying on the Business in succession to each Seller.

**Group Contracts:** in respect of supplier contracts, arrangements, licences and other commitments which do not relate exclusively to the Pharma Intelligence Business, that part of such supplier contracts, arrangements, licences and other commitments, and any other statements of work, addenda, orders or similar arrangements thereunder, which is essential for the carrying on of the Business, entered into by either Seller or any other member of the Informa group, on or before, and which remain to be performed by any party to them in whole or in part at, the Effective Time, but excluding the Group Pharma Contracts and the Group Supply Contracts.

**Group Pharma Contracts:** in respect of supplier contracts, arrangements, licences and other commitments which relate exclusively to the Pharma Intelligence Business, that part of such supplier contracts, arrangements, licences and other commitments, and

any other statements of work, addenda, orders or similar arrangements thereunder, which relates exclusively to the Business, entered into by either Seller or any other member of the Informa group, on or before, and which remain to be performed by any party to them in whole or in part at, the Effective Time.

**Group Supply Contracts:** that part of the Informa group wide (or relating to a substantial part of the Informa group) supplier contracts, arrangements, licences and other commitments and any other statements of work, addenda, orders or similar arrangements thereunder, which is essential for the carrying on of the Business, entered into by either Seller or any other member of the Informa group, on or before, and which remain to be performed by any party to them in whole or in part at, the Effective Time.

**Intellectual Property Rights:** patents, rights to inventions, utility models, copyright, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

**Intercompany Indebtedness:** has the meaning given to it in Clause 5.1(a).

**IT Systems:** the network and information systems that are owned, or used exclusively by each Seller in relation to the Business, including: (i) computer hardware (including network and telecommunications equipment and related peripherals) and mobile devices; (ii) software (including associated user manuals, object code and source code and other materials to maintain and modify the software) and firmware (excluding any shrink-wrap or off-the-shelf software); and (iii) databases, as listed at Schedule 4.

**Personal Data:** the personal data comprised in the Customer Database.

**Pharma Intelligence Business:** the Pharma Intelligence Business carried on by the Informa group.

**Plant and Equipment:** all plant, machinery, equipment, fixtures and fittings, furniture and like items (whether fixable or moveable) which are used exclusively by any Seller in the Business as at the Effective Time.

**Prepayments:** prepaid expenses, security deposits and advance charges paid or made by any Seller for the purposes of or in connection with the Business as at Effective Time.

**Records:** the books, accounts, lists of customers and suppliers and all the other documents, papers and records of each Seller relating exclusively to the Business or any of the Assets.

**Tax:** all forms of taxation and statutory, governmental, state, federal, provincial, local, government or municipal charges, duties, imposts, contributions, levies, withholdings

or liabilities wherever chargeable and whether of the UK or any other jurisdiction; and any penalty, fine, surcharge, interest, charges or costs relating thereto, and **taxation** means the same.

**Third Party Consent:** a consent, licence, approval, authorisation or waiver required from a third party for the conveyance, transfer, assignment or novation in favour of the Buyer of any of the Assets or Assumed Liabilities.

**TUPE:** the Transfer of Undertakings (Protection of Employment) Regulations 2006.

**VAT:** value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement or additional tax.

**VATA 1994:** Value Added Tax Act 1994.

**Warranties:** means the warranties set out in Clause 10.

**Work-in Progress Assets:** means the work-in-progress assets of each Seller in relation to the Business as at Effective Time.

- 1.2 Clause and schedule headings do not affect the interpretation of this agreement.
- 1.3 A reference to a clause or a schedule is a reference to a clause of, or schedule to, this agreement. A reference to a paragraph is to a paragraph of the relevant schedule, and a reference to an appendix is to the relevant appendix to this agreement.
- 1.4 A **person** includes a corporate or unincorporated body.
- 1.5 The words and expression defined in sections 1159, 1161 and 1162 of the Companies Act 2006 shall have the same meanings in this agreement.
- 1.6 The terms **controller**, **data subject** and **processing** shall have the meanings ascribed to them under the General Data Protection Regulation ((EU) 2016/679) and the term **process** shall be construed accordingly.
- 1.7 Words in the singular include the plural and in the plural include the singular.
- 1.8 A reference to one gender includes a reference to the other gender.
- 1.9 A reference to a statute, statutory provision or any subordinate legislation made under a statute is to such statute, provision or subordinate legislation as amended or re-enacted from time to time whether before or after the date of this agreement and, in the case of a statute, includes any subordinate legislation made under that statute whether before or after the date of this agreement.
- 1.10 **Writing** or **written** includes faxes but not e-mail.
- 1.11 Documents in **agreed form** are documents in the form agreed by the parties to this agreement and initialled by them or on their behalf for identification.
- 1.12 Where the words **include(s)**, **including** or **in particular** are used in this agreement, they are deemed to have the words "without limitation" following them.
- 1.13 References to this agreement include this agreement as amended or varied in

accordance with its terms.

- 1.14 The liability of each of the Sellers under this agreement shall be several. Any reference to a right or obligation of a Seller under this agreement with reference to the Assets, the Assumed Liabilities or the Business shall only be with reference to the portion of the Assets, Liabilities or the Business held by that Seller.

**2. AGREEMENT TO SELL AND PURCHASE**

- 2.1 Each Seller shall sell free from all Encumbrances and the Buyer shall buy, with effect from the Effective Time, the Business as a going concern together with each Seller's right, title and interest in the assets listed below:

- (a) the Goodwill;
- (b) the benefit (subject to the burden) of the Contracts;
- (c) subject to clause 8.1, the benefit (subject to the burden) of the Group Contracts;
- (d) subject to clause 8.1, the benefit (subject to the burden) of the Group Pharma Contracts;
- (e) the Business Information;
- (f) each Seller's interest in the IT Systems;
- (g) the Book Debts;
- (h) the Business Names;
- (i) the Business Intellectual Property Rights;
- (j) Customer Database;
- (k) the Records;
- (l) the Business Claims;
- (m) the Plant and Equipment;
- (n) the Prepayments;
- (o) the Work-in-Progress Assets; and
- (p) any other property, assets, rights and benefits of any nature which are owned by either Seller and relate exclusively to the Business and are not detailed above.

- 2.2 This Agreement shall constitute an effective assignment of the Business and the Assets which are capable of assignment without the consent of any third party, in each case, with effect from the Effective Time.

- 2.3 The Excluded Assets are not included in the sale of the Business or the Assets and shall be retained by the relevant Seller.

3. **ASSUMED LIABILITIES**

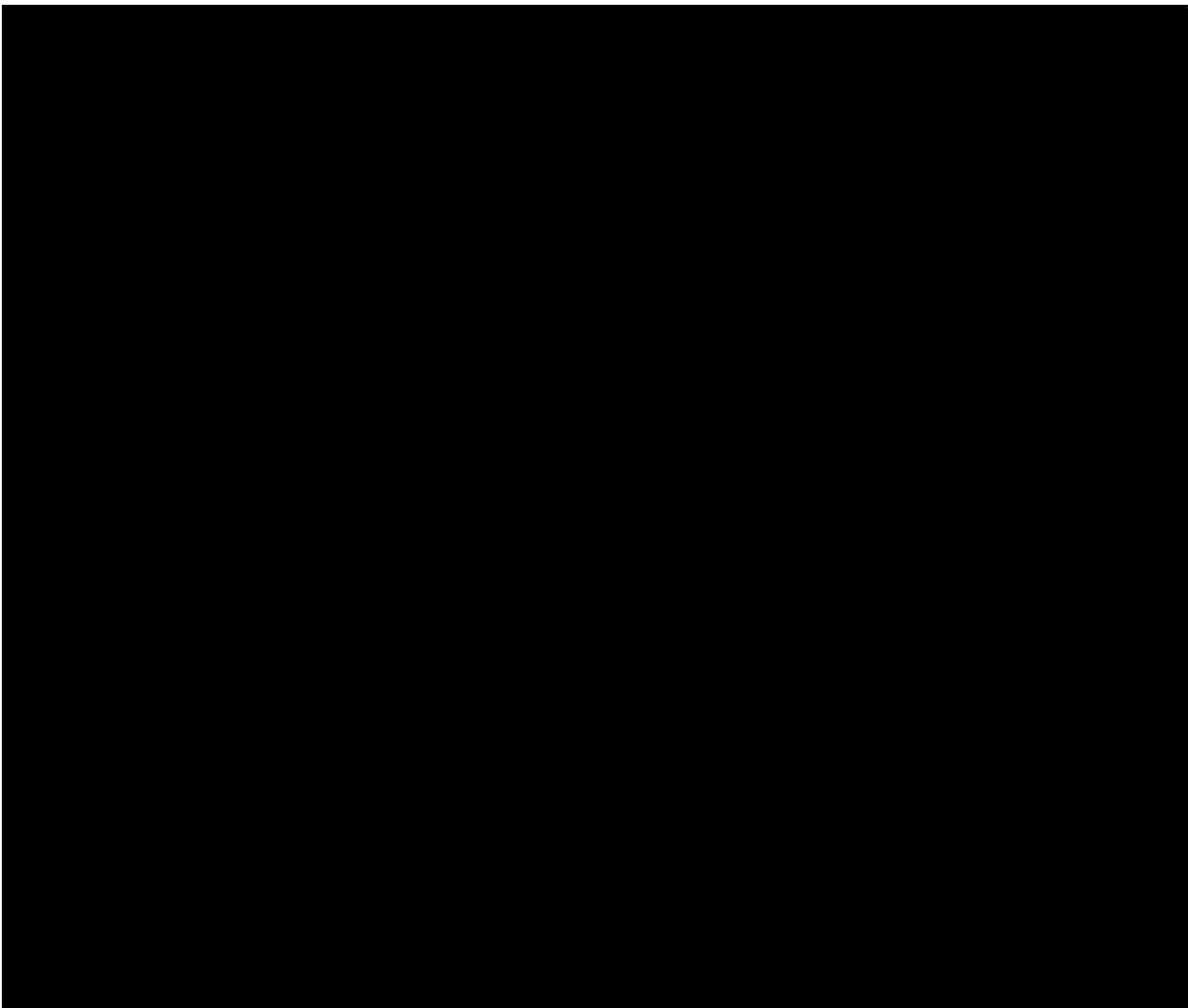
The Buyer shall with effect from the Effective Time:

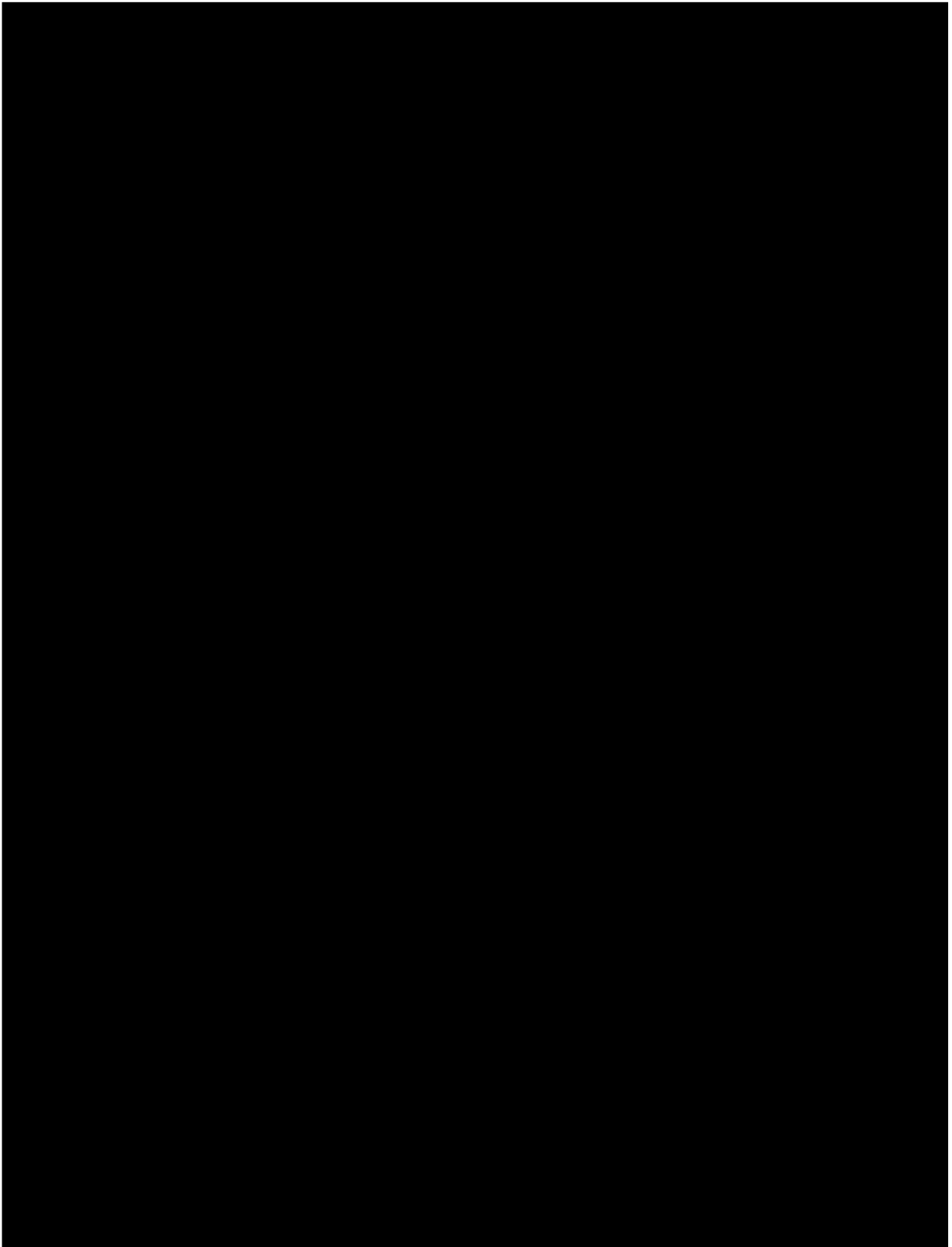
- (a) assume responsibility for and pay, satisfy or perform the Assumed Liabilities; and
- (b) subject to Clause 4 in respect of the Excluded Liabilities, pay, satisfy or discharge all debts, liabilities and obligations incurred by the Buyer in connection with the Business and Assets after the Effective Time.

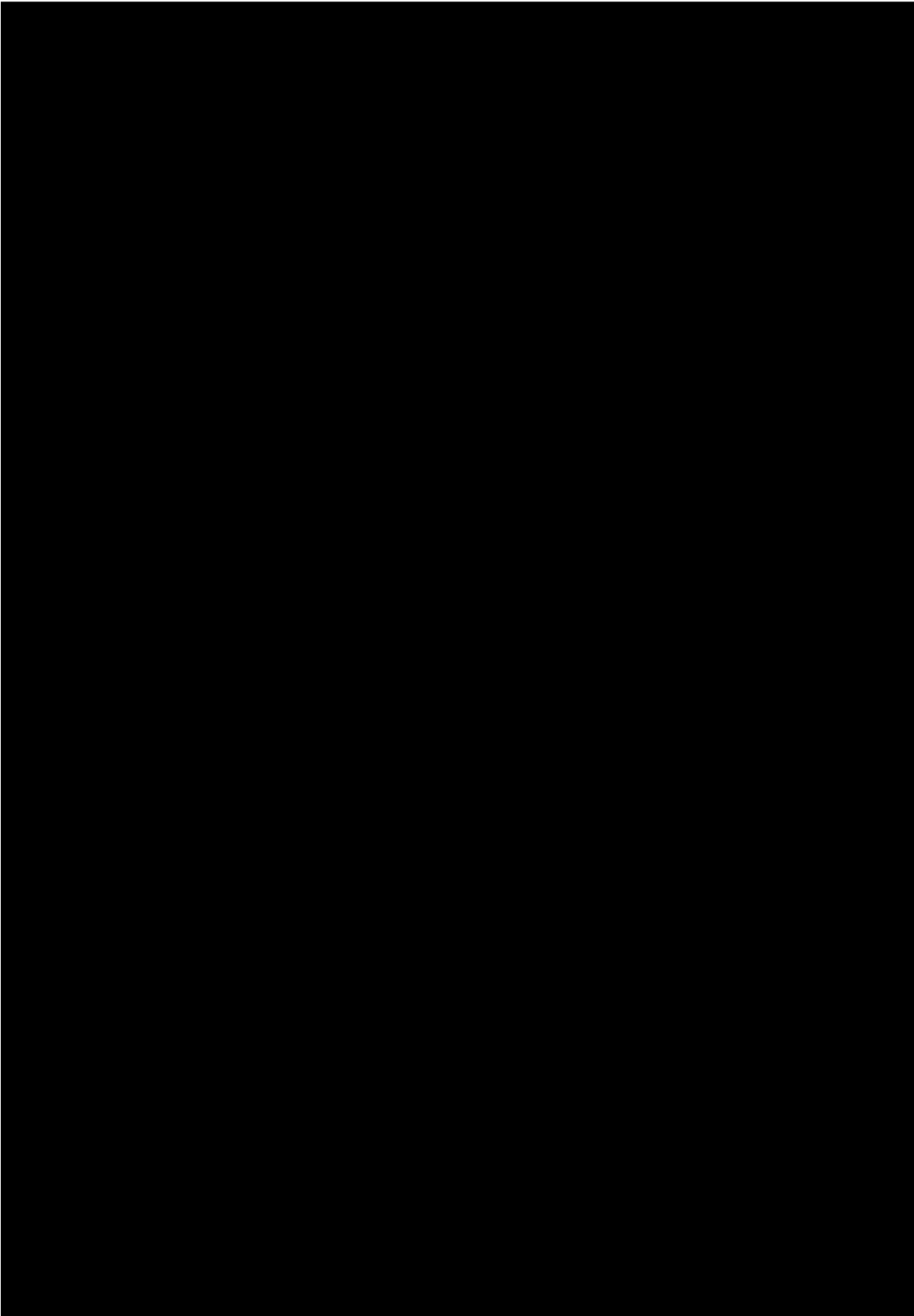
4. **EXCLUDED LIABILITIES**

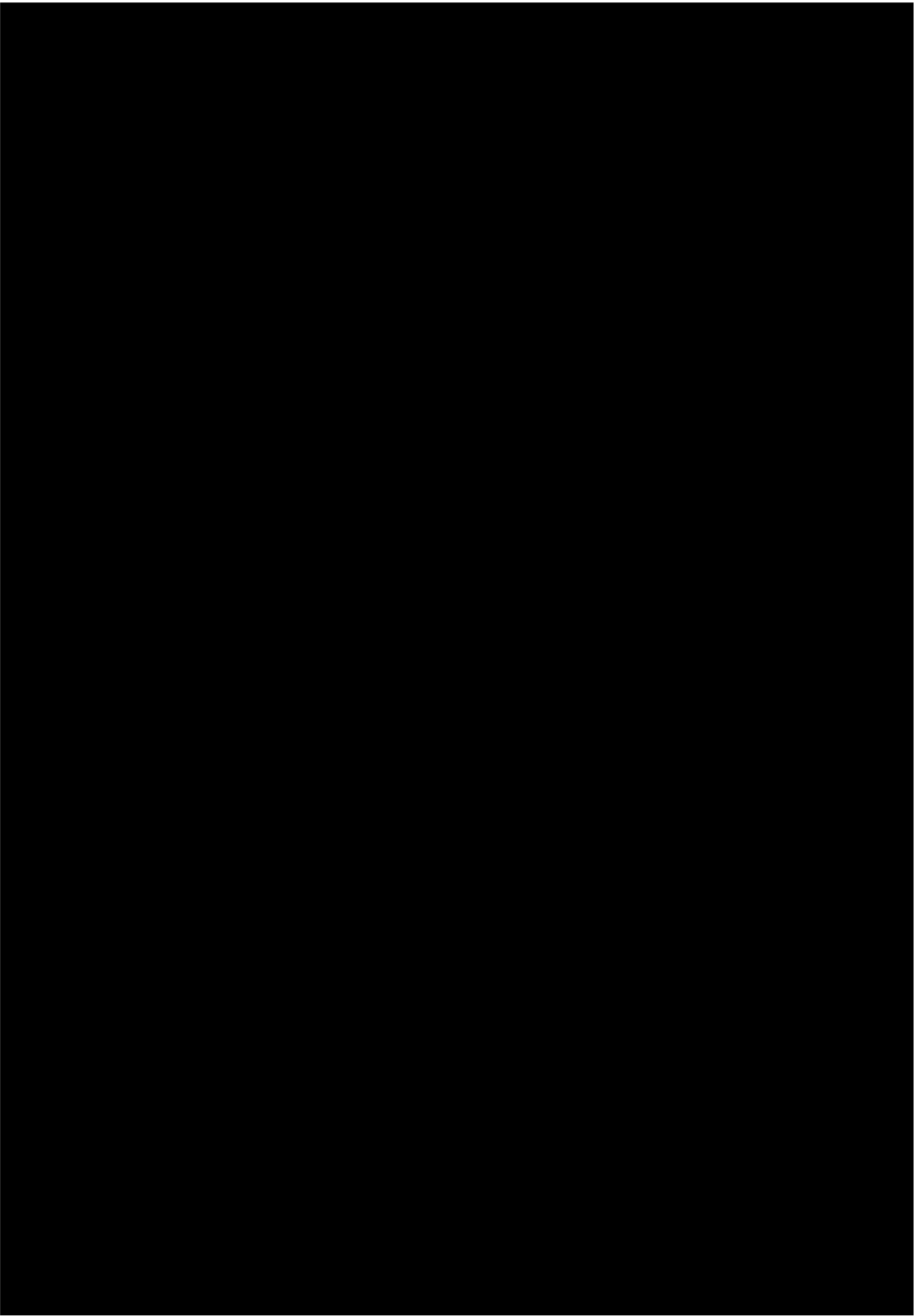
Nothing in this agreement shall pass to the Buyer, or shall be construed as acceptance by the Buyer of, the Excluded Liabilities and each Seller shall:

- (a) pay, satisfy and perform the Excluded Liabilities applicable to the relevant Seller whether arising before or after the Effective Time; and
- (b) indemnify and keep indemnified the Buyer against any such liabilities or the Seller's failure to pay, satisfy or perform and observe the Excluded Liabilities applicable to the relevant Seller.

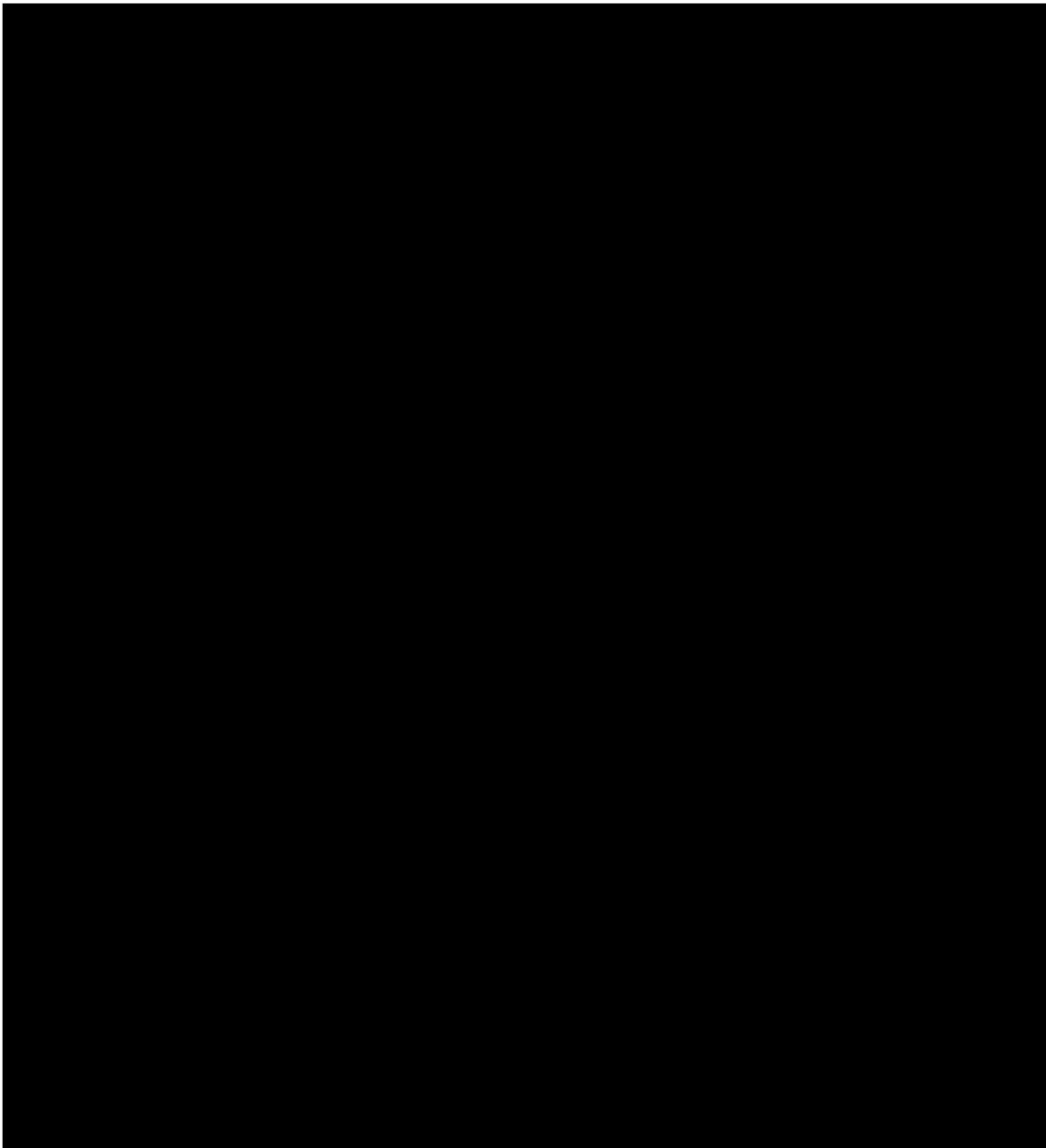












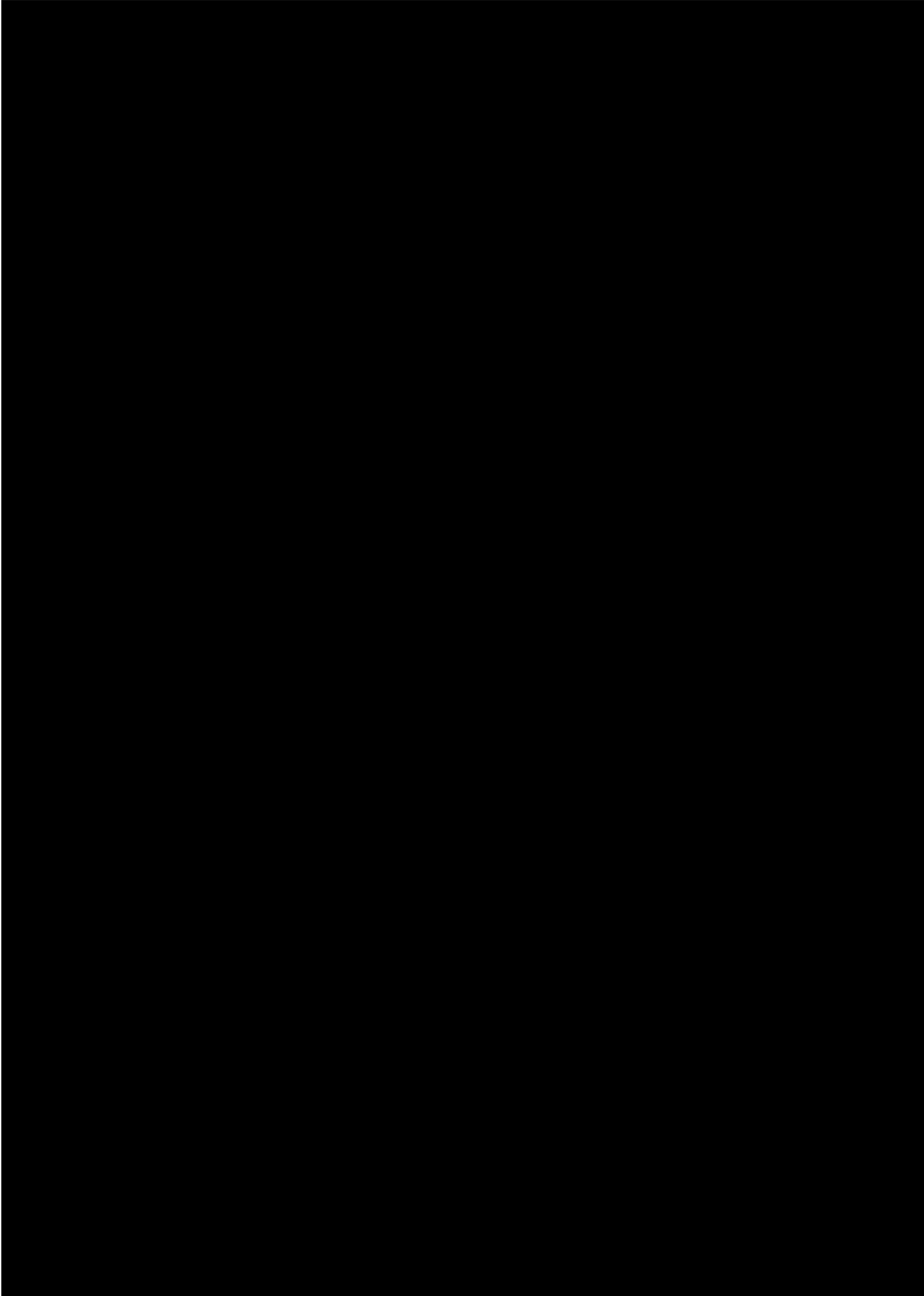
**10. WARRANTIES**

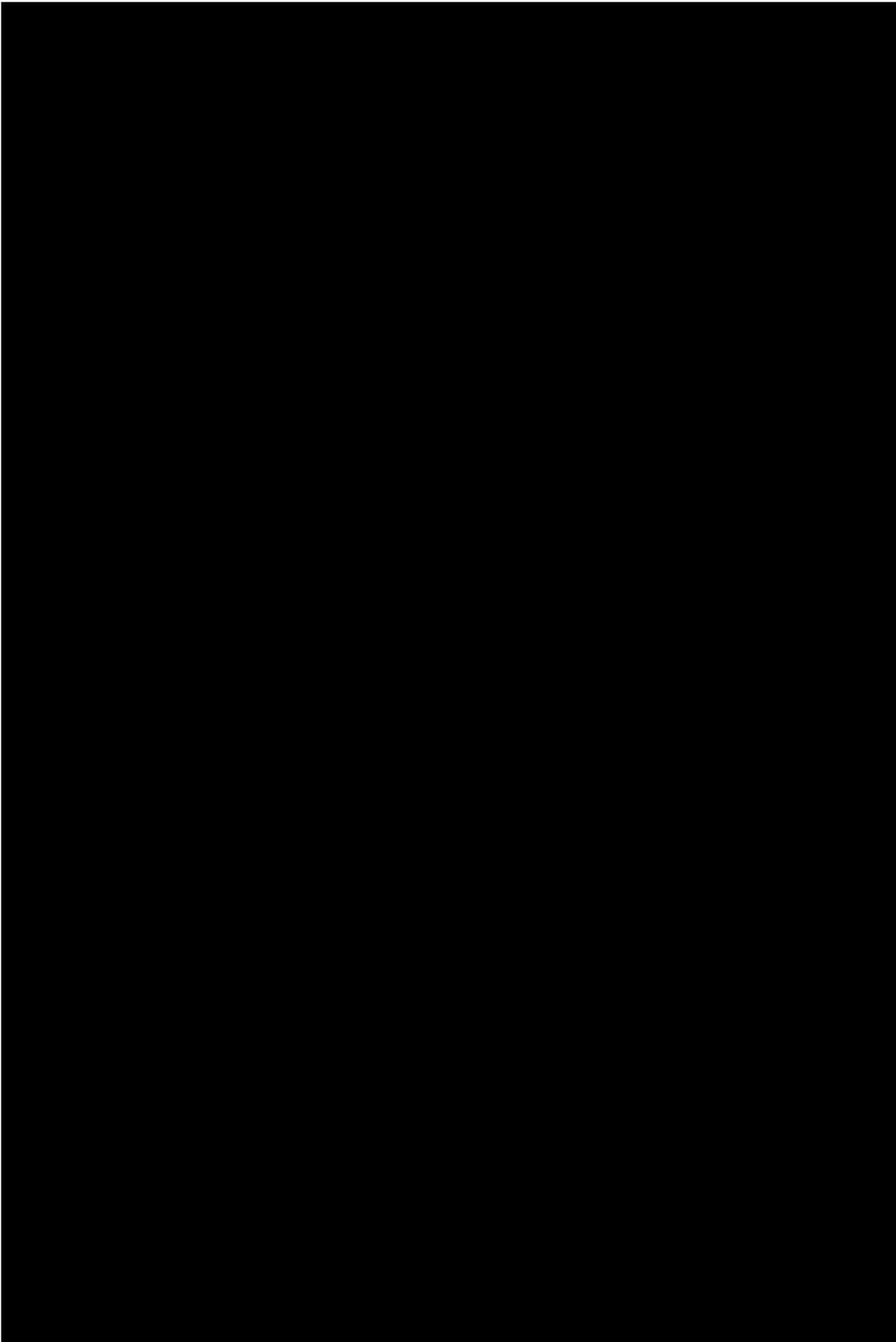
**10.1 Seller Warranties**

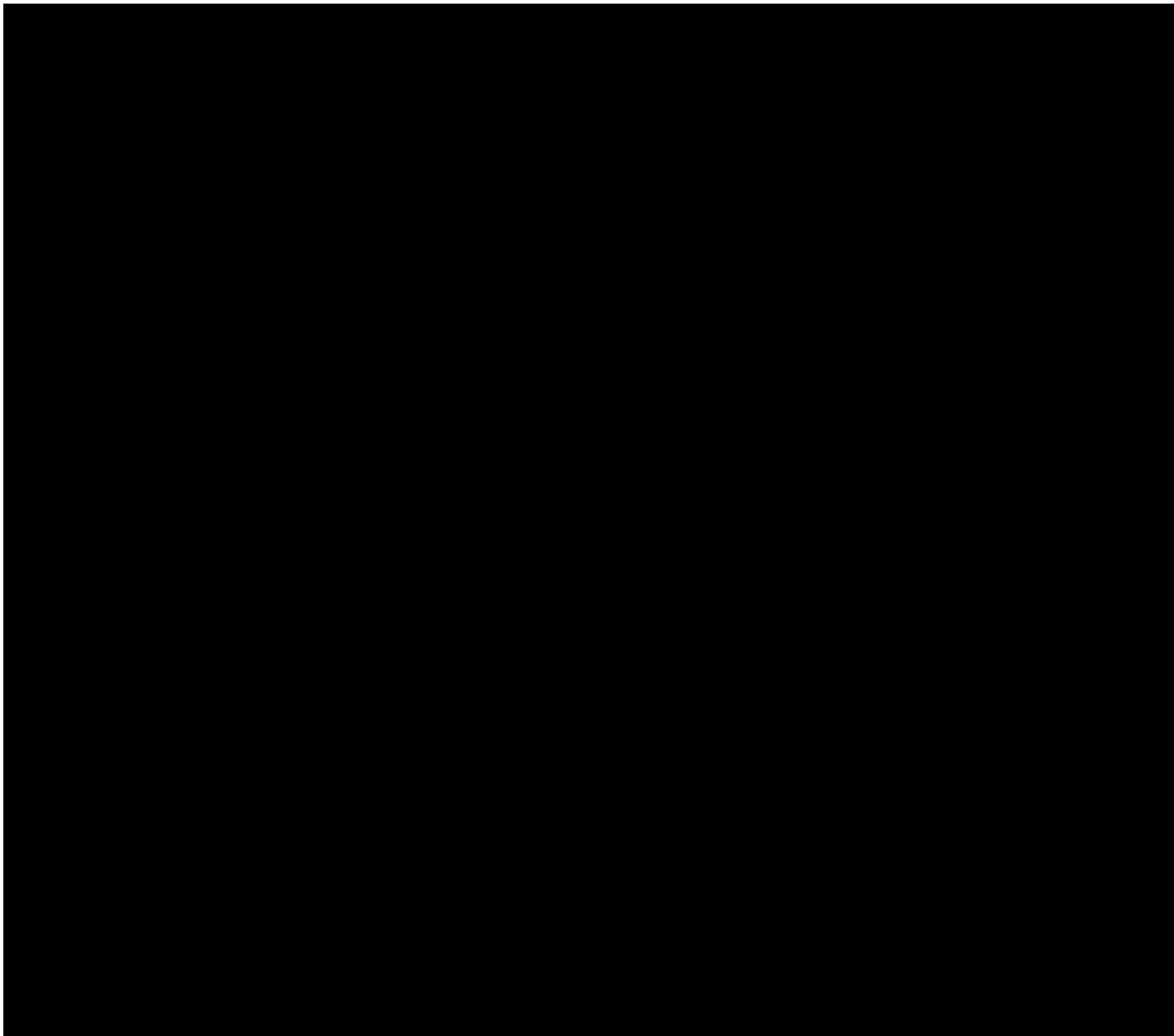
Each Seller warrants to the Buyer that:

- (a) the Seller has good and marketable title to each of its respective Assets (whether tangible and intangible), and each Asset is legally and beneficially owned by the relevant Seller; and

- (b) there are no Encumbrances over any of the Assets, and Sellers have not agreed to create any Encumbrances over the Assets or any part of them.

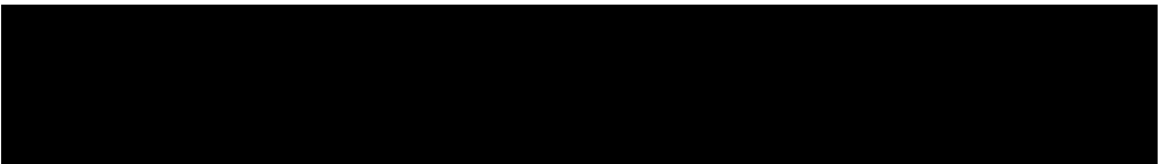






**18. GOVERNING LAW AND JURISDICTION**

18.1 This agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the law of England and Wales.



This agreement has been entered into on the date stated at the beginning of it.

**Schedule 1 – The Contracts**

**Part 1. Customer Contracts**

Attached.

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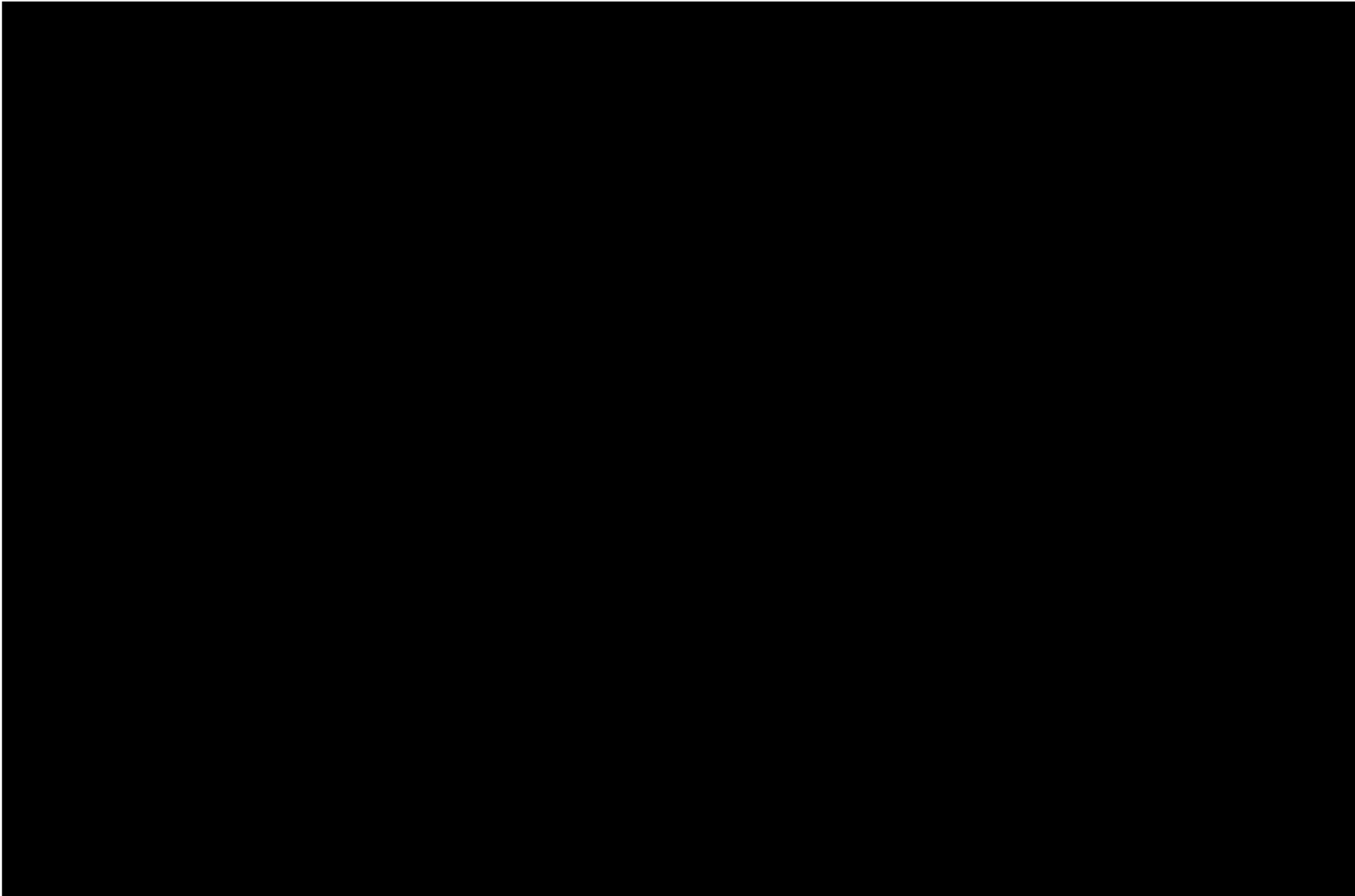
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**Schedule 2 – Business IP**

Registered IP:

- Attached.





US Trade Mark Application (Principal): United	United States of America	US Trade Mark Application (Principal)	DATAMONITOR HEALTHCARE	42, 44	Datamonitor Limited	Registered	87472854	5710456
US Trade Mark Application (Principal): United	United States of America	US Trade Mark Application (Principal)	GENERICCS BULLETIN	9, 16	Informa UK Limited	Registered	77710832	3816376









US Trade Mark Application (Principal): United States of America US Trade Mark Application (Principal) PHARMAPROJECT S 16, 41, 42 Informa UK Limited Registered 78213051 2874395

US Trade Mark Application (Principal): United States of America US Trade Mark Application (Principal) SCRIIP 16, 42 Informa UK Limited Registered 74502937 1876642

US Trade Mark Application (Principal): United States of America US Trade Mark Application (Principal) CLINICA 41 Informa UK Limited Registered 78210772 2930517

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Authorised signatory


4th January 2022

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4th January 2022

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